

TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 25 day of MAY 2012, by and between CITY OF ROCHESTER, a Minnesota municipal corporation, with principal offices at 201 4th Street SE, Rochester, Minnesota 55904, (hereinafter called "City"), and First Transit, Inc., hereinafter called "Contractor", with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202-5755 and local business offices located at 4300 East River Rd NE, Rochester, MN 55906.

WITNESSETH

WHEREAS, the City has determined it is in the best interests of the public's health, safety, and general welfare to have available within the City a publicly-funded transit system; and,

WHEREAS, the term "publicly-funded transit system" for purposes of this Agreement means a transit system providing scheduled bus services using approved routes and schedules, and funded by public monies; and,

WHEREAS, the City seeks an independent contractor to operate the City's publicly-funded transit system on behalf of the City; and,

WHEREAS, as a result of the Federal Transit Administration's competitive proposal process, City selected Contractor as the independent contractor to operate the City's publicly-funded transit system on behalf of the City for the time period July 1, 2012, through December 31, 2016; and

WHEREAS, Contractor agrees to operate the City's publicly-funded transit system on behalf of the City for the time period July 1, 2012, through December 31, 2016; and,

WHEREAS, the parties wish to enter into this Agreement describing their respective obligations and responsibilities in the operation of the City's publicly-funded transit system.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

SECTION 1: TERM

- 1.1 The term of this Agreement shall commence July 1, 2012 and shall continue through December 31, 2016. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on July 1 during the term of this Agreement.

SECTION 2: SCOPE OF SERVICES REQUIRED

- 2.1 Contractor shall, during the term of this Agreement, perform services in accordance with the City of Rochester Request for Proposal dated December 28, 2011 ("RFP") and Addendum 1 to the RFP dated February 13, 2012 and Contractor's Proposal dated February 22, 2012 ("Response"). In the event of a conflict between these documents and the provisions of this Agreement, the Agreement will control. Otherwise, the terms of the RFP and the Response shall govern the parties' relationship, in the following order of precedence: Response, RFP.
- 2.2 City and Contractor will consult on a regular basis concerning the Transportation requirements of City. In the event of increases or decreases in routes or schedules, the number of buses and the number of spare buses will be adjusted accordingly. City may increase or decrease services to be provided by Contractor under this Agreement.

SECTION 3: COMPENSATION AND BILLING

- 3.1 In consideration for services rendered hereunder, City shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Exhibit A. Not later than the 15th working day after the end of each month during the term of this Agreement, Contractor will submit to City a statement of its services rendered during the prior month. After verification of the statement, City shall pay the amount due to Contractor on or before the 30th business day following the date on which the statement had been submitted.

SECTION 4: FUEL

- 4.1 Contractor shall be responsible for the fueling of the revenue Fleet. City shall purchase at its own cost, inclusive of all fuel taxes, all fuel required for the operation of the revenue Fleet.

SECTION 5: ROUTES AND SCHEDULES

- 5.1 City shall be responsible for planning and approving all routes, stops and schedules.
- 5.2 City reserves the right to establish the routes and schedules to be followed and to make changes therein from time to time. City shall notify Contractor whenever changes are necessary in routes or time schedules. For minor service changes (service changes not requiring public input per Exhibit B), Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within five (5) business days after notice is received from City. In the event major service changes (changes requiring a public hearing per Exhibit B) are necessary, Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within thirty (30) business days after notice is received from City. If

service adjustments change routes or schedules once service has begun or been published, City will assist in republication of changes or other notification to those patrons whose service has been changed. Contractor shall consult with City as to stops or portions of routes that Contractor considers to be a safety concern due to traffic patterns or configurations. In the event any stop or portion of a route remains unchanged by City after such discussions, and Contractor believes such stop or route presents an unacceptable safety risk to Contractor's property or riders, Contractor may reject the stop or route portion and provide the City with alternative designations by written notice.

SECTION 6: RECORDS AND REPORTS

- 6.1 Contractor shall provide within thirty (30) business days of any request, those reports and records which may be reasonably requested by City pertaining to passengers, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Contractor's records, City shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided.
- 6.2 Contractor shall maintain such records and submit such reports, as are deemed necessary by the City and as negotiated between Contractor and City from time to time. All reports required by City shall be submitted on forms mutually agreed upon by both parties. Contractor will not be responsible for filing on behalf of City any state or regulatory reports concerning ridership or reimbursement.
- 6.3 Contractor shall immediately notify City, or its designated representative, by telephone and confirmed as soon as practicable in writing, of the occurrence of any incident involving riders, or a traffic violation or accident reportable by law that involves a vehicle with passengers. Written notification shall contain a full and complete statement of all relative facts including police case number when available.
- 6.4 If City reviews Contractor's reports, the personnel reports and information contained therein shall be limited to that information permitted to be transmitted to City by federal and state privacy laws, and will be protected by City to the fullest extent allowed by law. City agree to indemnify, hold harmless and defend Contractor, its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, default or omission of City related to their receipt or use of such information.

SECTION 7: INDEMNIFICATION

- 7.1 Contractor shall indemnify, hold harmless and defend City, its officers agents and employees from any and all claims, damages or liability of any kind arising out of any acts, errors or omissions of the Contractor, its agents or employees, in furnishing services or performing work pursuant to this Agreement outside of those claims covered under the City's general liability and automobile insurance.
- 7.2 Notwithstanding section 8.1 and in consideration of the fact that the City does not hire, train or supervise Contractor's employees performing services required by this Agreement, Contractor shall be solely responsible for any and all acts performed by its employees in the implementation of this Agreement. As such and without regard for the coverage provided by the City's general liability and automobile liability insurance, Contractor shall indemnify, hold harmless and defend City, its officers, agents and employees from any and all claims, damages or liability of any kind arising out of any acts, errors or omissions of Contractor or its agents or employees in furnishing services or performing work pursuant to this Agreement.
- 7.2 City agree to indemnify, hold harmless and defend Contractor, its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, default or omission of City in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its officers, agents or employees.

SECTION 8: INSURANCE

- 8.1 Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement, General Liability and Automobile Liability Insurance to protect Contractor, its drivers and other personnel. Contractor shall provide General Liability limits of \$1,500,00.00/\$3,000,000.00. For claims arising under this Agreement. Contractor agrees to provide to City a certificate of insurance evidencing such coverage and designating City as an additional insureds.
- 8.2 City will, at its own expense, procure and keep in force general liability and automobile liability insurance covering vehicles used for the purpose of performing services under this Agreement naming the Contractor and State of Minnesota as additional insured's with property and bodily injury limits in each case of at least \$1,500,00.00/\$3,000,000.00. Additions and deletions to this roster must be submitted in writing by City. City shall provide Contractor with a certificate of insurance showing insurance coverage for vehicles.
- 8.3 Contractor shall notify City of all accidents involving buses listed on the fleet roster within 24 hours of the occurrence. Accidents involving physical injury shall be

reported to City as soon as possible. Contractor shall submit the following reports within two (2) business days:

- a. Accident report from driver
- b. Post Accident Individual Drug and Alcohol Test Determination completed by Supervisor
- c. Video from transit bus

Contractor shall submit the following reports to City as soon as they are available:

- d. Drug and alcohol test results if applicable as soon as results are available
- e. Accident report from Rochester Police (if applicable).

SECTION 9: FARE COLLECTION

- 9:1 Contractor shall be responsible for the on-board collection of all cash, tickets and other forms of rate revenue received. All revenue is to be controlled and accounted for in accordance with standard cash handling, fare retrieval and accounting practices.

SECTION 10: LIQUIDATED DAMAGES

- 10:1 The Parties agree that the City will incur damages should Contractor fail to achieve a stated on-time performance standard for a particular month, fail a follow-up safety inspection, or fail to report any disruption or suspension of City's printed operating schedules in excess of one hour. However, the parties agree that the amount of damages incurred by the City following Contractor's breach cannot be determined or measured by ordinary rules. For the purpose of liquidating the amount of damages, and not as a penalty, the parties agree to the liquidated damages provided for in this section. Liquidated damages shall not be imposed until Ninety (90) days after the effective date of this Agreement.
- 10:2 If Contractor fails to achieve a Ninety Five Percent (95%) on-time performance standard for the month, liquidated damages of \$1000.00 shall be assessed for that month. On-time performance in RFP Section 2.0 shall be defined as no bus leaving more than eight minutes leaving earlier than the first printed time point or arriving more than eight minutes earlier than eight minutes before the last printed time point on a route; and, no bus leaving later than eight minutes later than the first printed time point or later than eight minutes later than the last printed time point on a route. The exception to these on-time guidelines are: Documented delays in traffic patterns that are beyond the ability of the Contractor's driver(s) to correct and, drop off time points on express trips.

- 10:3 If Contractor fails a follow-up safety inspection conducted by the State Motor Carrier, liquidated damages of \$400.00 per day shall be assessed beginning on the date of the failure of the State re-inspection and continuing until the bus has been certified compliant by the State.
- 10:4 If Contractor fails to report any disruption or suspension of City's printed operating schedules in excess of one hour, liquidated damages of \$400.00 per failure to report shall be assessed.
- 10:5 Contractor shall not be assessed liquidated damages for occurrences of unforeseeable events not under control of the Contractor.

SECTION 11: FORCE MAJEURE

- 11.1 In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Contractor's control, City shall excuse Contractor from performance under this Agreement.

SECTION 12: SAFETY PROGRAM

- 12.1 Contractor shall be responsible for implementing, maintaining, and reviewing annually a comprehensive transportation safety program.
- 12.2 Contractor's employees shall not be required to perform any medical functions for passengers.

SECTION 13: MANAGEMENT PERSONNEL

- 13.1 Contractor shall provide project management through a General Manager at a level and capability sufficient to oversee its functions and employees and subject to City approval. The General Manager shall oversee the employees of Contractor and monitor operational activities associated with the scope of services. The General Manager shall supervise the daily work activities of all operators, supervisors, dispatchers, maintenance workers, and other personnel necessary to support system operations. The General Manager shall work cooperatively with the City and be accountable for all substantive matters pertaining to the provision of transit services as provided under this Agreement. The General Manager shall be available for the operations and maintenance facility during normal business hours and at other times as situations dictate (e.g. emergencies). These functions include, but are not limited to:
- a. Ensuring all performance goals are met.
 - b. Effective operations design, scheduling, and management.

- c. Maintaining an adequate and competently staffed organization.
- d. Providing proper fleet maintenance.
- e. Effective quality assurance for all divisions.
- f. Complete and accurate data collection, compilation, analysis and reporting.
- g. Compliance with FTA and other federal, state, and local regulatory requirements.
- h. Effective environmental compliance and sustainability management.
- i. Professional response to comments from passengers and the general public.
- j. Effective response to specific requests for other assistance as the need arises.
- k. Attending public meetings at the City's request.

13.2 Contractor shall provide maintenance management through a Maintenance Manager at a level and capability sufficient to oversee its functions and employees. The principal function of the Maintenance Manager shall be to oversee fleet maintenance functions and employees. The Maintenance Manager shall be responsible to the General Manager and the City for the proper maintenance and reliable provision of all services stipulated in this Scope of work. The Maintenance manager shall supervise the daily activities of all mechanics, parts clerks, bus washers, fuelers, fare collection equipment technicians, and other related staff. The Maintenance Manager shall work cooperatively with the City and be accountable for all substantive matters pertaining to fleet and associated equipment maintenance as provided under this Contract. The Maintenance Manager shall be available for the operations/maintenance facility during normal business hours (typically Monday – Friday, 8am – 5pm) and at other times as situations dictate (e.g. emergencies) these matters include but are not limited to :

- a) Ensuring all maintenance performance goals is met.
- b) Proper and timely preventative and corrective maintenance.
- c) Effective quality assurance on maintenance functions and outcomes.
- d) Maintaining a fully staffed and competent maintenance division.
- e) Complete data collection, compilation, analysis, and reporting.
- f) Compliance with FTA and other federal, state, and local regulatory requirements.
- g) Effective environmental compliance and sustainability management.
- h) Effective operability and performance of all supporting sub-systems and components.
- i) Maintaining fuel efficiency.
- j) Providing a clean, comfortable, and safe fleet.
- k) Professional response to comments from passengers and the general public.
- l) Effective response to specific requests for other assistance as the need arises.

m) Attending meetings at the City's request.

13.3 The contractor shall provide operations management through an Operations Manager at a level and capability sufficient to oversee its functions and employees. The principal function of the Operations Manager shall be to oversee the operations division and employees. The Operations Manager shall be responsible to the General Manager and the City for the safe and reliable provision of all services referenced in this Scope of Work. The Operations Manager shall supervise the daily activities of all operators, supervisors, dispatchers, and other operationally focused personnel. The Operations Managers shall work cooperatively with the City and be accountable for all substantive matters pertaining to the provision of transit services as provided under the Contract. The Operations Manager shall be available for the operations/ Maintenance facility during normal business hours (typically Monday – Friday, 8am – 5pm) and at other times as situations dictate (e.g. emergencies) these matters include but are not limited to:

- a) Ensuring all operational performance goals is met.
- b) Effective operations design, system scheduling, and management.
- c) Effective quality assurance.
- d) Providing the highest quality passenger and resident service.
- e) Preventing and mitigation service delays, interruptions, and accidents.
- f) Complete data collection, compilation, analysis, and reporting.
- g) Managing compliance with FTA and other federal, state, and local regulatory requirements.
- h) Knowledge, preparedness, and professionalism of all operating personnel.
- i) Professional and effective response to comments from passengers and the general public.
- j) Responding to specific requests for other assistance as the need arises.
- k) Attending meetings at the City's request.

13.4 At no time shall the General, Maintenance, Operations Manager, Maintenance Manager, or Parts Clerk positions be vacant. In the event of the General, Maintenance or Operations Manager's planned departure, the Contractor shall ensure that a qualified replacement, as described herein, is permanently on-site prior to the departure. Otherwise, the Contractor shall assign a suitable substitute who meets the qualification stated herein to oversee the operation on-site until a qualified replacement Transportation Manager is in place. Any replacement of the General, Maintenance or Operations Manager will require the City's approval.

SECTION 14: OPERATIONS PERSONNEL/DRIVERS

14.1 Contractor shall employ a sufficient number of qualified drivers and support personnel to assure City of continuous, reliable, safe, and on -time service.

- 14.2 Contractor shall take reasonable steps to prevent its employees from exposing any rider to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any bus.
- 14.3 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that City shall have the right to request Contractor to remove from service to the City any employee who, in City' sole discretion, is deemed unsuitable for the performance of transportation services for City; and provided, further, that City shall make such request in writing, state the reasons therefore, that such request does not violate applicable laws against discrimination.
- 14.4 Contractor shall provide qualified driver/trainers and qualified drivers, trained and licensed in accordance applicable laws and the rules and regulations of City. City shall advise Contractor of City' requirements for training or qualification for drivers or driver/trainers. Contractor will, to the extent such requirements do not conflict with state or federal laws, implement such requirements into its hiring and training programs for drivers servicing City' students. Contractor agrees that each driver shall:
- 14.4.1 Possess a valid license or permit issued by this State authorizing such person to operate a bus.
 - 14.4.2 Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a bus. The physical examination shall be conducted prior to employment and periodically thereafter.
 - 14.4.3 Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
 - 14.4.4 Prior to employment and from time-to-time thereafter, to the extent permitted by law, undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse. Negative findings for such tests shall be a condition of employment.
 - 14.4.5 Meet any other criteria required by law or by City' policies, rules or regulations.

SECTION 15: TRAINING REQUIREMENTS

- 15.1 Contractor shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. City shall have the right to review course content.

SECTION 16: BUSES AND EQUIPMENT

- 16.1 City shall provide the buses used in the operation of this Agreement. The Fleet is identified in Exhibit C. This Fleet list shall be amended upon the agreement of the parties. The City shall provide the Contractor with an updated fleet list at least annually or more frequently as buses are added or removed from the fleet.
- 16.2 Contractor shall maintain the Fleet in the same operating condition and appearance in which they are received, subject to reasonable wear and tear based on the mileage and age.
- 16.3 The buses provided by the City are to be used for revenue service and directly related activities only. It is agreed that driver and route training is directly related to the provision of service under this agreement.
- 16.4 Contractor shall perform all routine preventative maintenance, heavy repair, running repairs, warranty repairs, body work of any type, and major and minor cleaning necessary to keep the Fleet in compliance with the Original Equipment Manufacturer's (OEM) requirements. Contractor shall assure that all on-board systems are fully functional and operational. No work shall be subcontracted without the City's approval.
- 16.5 City shall provide all parts which shall be ordered through the City's purchasing process. Contractor shall advise City as to common parts to be inventoried.

SECTION 17: ASSIGNMENT

- 17.1 This Agreement or any part hereof may not be assigned or pledged by Contractor without prior written consent of City.

SECTION 18: TERMINATION

- 18.1 Termination for Cause – It is expressly agreed between the parties hereto that in the event the Contractor defaults in the performance of any of the covenants and agreements to be performed by the Contractor; or if the Contractor shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the federal, state or city governments; or if the Contractor shall file a petition in bankruptcy; or make an assignment for the benefits of creditors to take

advantage of any insolvency act the City may elect to terminate this Agreement. Upon such termination, the Contractor shall compensate the City for any loss of revenue suffered by reason of such termination.

- 18.2 Termination without cause – The City may terminate this agreement at any time without the necessity of cause or Default by giving 90 days notice in writing. In such event, Contractor shall have no further rights hereunder and shall vacate the facilities at the end of such notice.
- 18.2 Notice of termination shall be made in writing by the City providing 14 days for the Contractor to respond with a proposed cure. The City may consider such proposed cures and allow additional time at its discretion to affect such cures. The City shall respond in writing with a decision in regards to such cures within 10 days.
- 18.3 Attorney's Fees – The City and Contractor agree that in the event of litigation to enforce this agreement or terms, provisions and conditions contained herein, to terminate this agreement for damages for a default hereunder, the prevailing party shall be entitled to all costs and expenses, including reasonable attorney's fees, incurred in connection with such litigation.

SECTION 19: MUTUAL TERMINATION FOR CONVENIENCE

- 19.1 Either party may terminate this Agreement for convenience upon 180 days written notice to the other party.

SECTION 20: SURVIVAL

- 20.1 The mutual obligations described in Compensation and Billing, and Indemnification hereof shall survive the termination or expiration of the Agreement.

SECTION 21: STATUS OF CONTRACTOR

- 21.1 In the interpretation of this Agreement and the relations between Contractor and City, Contractor shall be construed as being an independent contractor employed to provide transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of City. Contractor shall be responsible for, and hold City harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

SECTION 22: SEVERABILITY

- 22.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

SECTION 23: EXTENSION AND MODIFICATION

- 23.1 Contractor and City may amend or modify the terms of this Agreement in whole or in part as circumstances not addressed in the RFP or the Response may arise. Such amendment or modification must occur by mutual written agreement executed by the duly authorized representatives of the parties.

SECTION 24: NOTICE TO PARTIES

- 24.1 All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States mail, postage prepaid, registered or certified mail.

Notices to City shall be addressed to:

*Parking and Transit Manager
City of Rochester
4300 E River Rd NE
Rochester, MN 55906*

Notices to Contractor shall be addressed to:

*General Manager
First Transit, Inc
4300 E River Rd NE
Rochester, MN 55906*

With copies to:

*Beverly Edwards
Senior Vice President
First Transit, Inc
2581 Washington Rd
Pittsburgh, PA 15241*

*FirstGroup America, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202
Attention: General Counsel*

- 24.2 City or Contractor may change their address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

SECTION 25: FACILITY

- 25.1 City shall lease to Contractor a transportation facility ("Facility") for the maintenance, parking of the vehicles, and administrative offices which Contractor will use in providing the services and for parking of Contractors' employees' vehicles. The Facility is located at 4300 E River Rd NE Rochester, MN 55906. The Lease is attached as Exhibit D and incorporated by reference.
- 26.2 City shall pay, as and when due, all general real estate taxes, special assessments, and business property taxes for City-owned property and equipment (collectively, "Taxes") for Contractor's use of the Facility.

SECTION 27: ENTIRE AGREEMENT

- 27.1 This Agreement sets forth the entire agreement between City and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between City and Contractor other than those contained in this Agreement.
- 27.2 By executing this Agreement, the parties acknowledge that they: (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

SECTION 28: COMPLIANCE WITH THE LAW

- 28.1 Notwithstanding any contrary provision in this Agreement, Contractor shall comply with federal, state and local laws, rules, regulations and all requirements of the Minnesota Department of Transportation, U.S. Department of Transportation and the Federal Transportation Administration in providing transportation services described herein.

SECTION 29: PLACE OF CONTRACT/CONTROLLING LAW

- 29.1 This Agreement shall be governed by the laws of the State of Minnesota. All references in this contract to the "state" shall mean the State of Minnesota. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of Minnesota.

SECTION 30: AUTHORITY

30.1 Both parties warrant that they are properly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the day and year first hereinabove written.

First Transit, Inc.

By: 

Title: Bradley A. Thomas, President

Attest:

By: Gayle Maxwell

Title: Executive Assistant

City of Rochester

By: 


Title: Mayor

Attest:

By: 

Title: City Clerk

APPROVED AS TO FORM
and EXECUTION


Rochester City Attorney

**Exhibit A
Contract Rates**

**PRICE PROPOSAL WORKSHEETS
CITY OF ROCHESTER, MINNESOTA
DEPARTMENT OF PUBLIC WORKS - TRANSIT AND PARKING DIVISION
PRICE PROPOSAL WORKSHEETS**

CONTRACT PERIOD				
2012	2013	2014	2015	2016

RATE TYPES - PER REVENUE HOURS

Large Buses, 35' or Larger

Pricing Basis

1)	60,000 Revenue hours (includes all Revenue Hours up to 60,000)	\$ 61.65	\$ 63.34	\$ 65.08	\$ 66.92	\$ 68.80
2)	70,000 Revenue hours (rate for all hours above 60,000 but less than 70,000)	\$ 38.69	\$ 39.84	\$ 41.05	\$ 42.33	\$ 43.64
3)	Over 70,000 Revenue Hours	\$ 37.59	\$ 38.76	\$ 39.93	\$ 41.20	\$ 42.55

Assumes same hours and days of operation (i.e. open and close)

Smaller Buses, 35' or Less

Pricing Basis

4)	60,000 Revenue hours (includes all Revenue Hours up to 60,000)	\$ 61.65	\$ 63.34	\$ 65.08	\$ 66.92	\$ 68.80
5)	70,000 Revenue hours (rate for all hours above 60,000 but less than 70,000)	\$ 38.69	\$ 39.84	\$ 41.05	\$ 42.33	\$ 43.64
6)	Over 70,000 Revenue Hours	\$ 37.59	\$ 38.76	\$ 39.93	\$ 41.20	\$ 42.55

Notes:

- The above bus rates include all costs as identified in the RFP and contract. Offerors shall provide a breakdown of their mobilization costs upon request. Such costs shall be included in their cost proposal. Rates shall be bid up to the three-bid State. For example, if a Contractor operated 68,000 revenue hours during the contract period, they will bid the line 1 rate for all hours up to 60,000 and the line 2 rate for hours from 60,000 to 68,000 (8,000 hours).
- The buses are typically equipped with air brakes.
- July, 2012 through December 31, 2012. All other periods are January 1 through December 31.

The above rates are hereby offered for the management and operations of the City of Rochester's public transit system in accordance with the City's RFP. The rates quoted are good for 120 days from the proposal date.

FIRST TRANSIT

Contractor Name

Authorized Signature

February 21, 2012

Date

Exhibit B Service Adjustment Definitions

REQUIREMENTS FOR A FORMAL HEARING

A public hearing regarding changes in transit fares and service are required under the following conditions.

1. All fare changes (excepting one day reduced fare or free fare promotions of short duration.)
2. All fare policy changes effecting transfers, half-fare benefits, and duration.
3. Service changes which directly affect;
 - a. 25% or more of the number of transit route miles of a route;
 - b. 25% or more of the number of transit revenue miles of a route computed on a daily basis for the day of the week for which the change is made; or
 - c. 25% or more of the ridership of a route computed on a daily basis for the week for which the change is made.
4. A new transit route.
5. If a number of changes on a route in the operators fiscal year add up to the percentages in Section 3 a hearing must be held prior to the last change.

EXCEPTIONS

Under the following situations the hearing requirements may be delayed or not required.

1. Standard seasonal variations (not required)
2. Emergency situations of less than 90 days. (not required)
3. Emergency situations of less than 90 days. (The hearing can be held within 60 days of implementation.)
4. Experimental changes of 180 days or less. (Note: A hearing on experimental changes should be held within the 180 days if the change is to be permanent.)

Exhibit C
Fleet Listing

**ROCHESTER TRANSIT PROGRAM
FLEET ROSTER**

ADA EQUIPMENT

UNIT #	MODEL	YEAR	VIN	CAMERAS	ACCESS	TIEDOWNS	STATUS
214	GILLIG LOW FLOOR	1999	15GGB 221XX1070396	REI / VHS	RAMP	2	ACTIVE
215	GILLIG LOW FLOOR	1999	15GGB 2211X1070396	REI / VHS	RAMP	2	ACTIVE
216	GILLIG LOW FLOOR	1999	15GGB 2211X1070397	REI / VHS	RAMP	2	ACTIVE
217	GILLIG LOW FLOOR	1999	15GGB 2211X1070398	REI / VHS	RAMP	2	ACTIVE
218	GILLIG LOW FLOOR	2000	15GGB2211Y1071037	REI / VHS	RAMP	2	ACTIVE
219	GILLIG LOW FLOOR	2000	15GGB2213Y1071038	REI / VHS	RAMP	2	ACTIVE
220	GILLIG LOW FLOOR	2000	15GGB2215Y1071039	REI / VHS	RAMP	2	ACTIVE
221	GILLIG LOW FLOOR	2000	15GGB2211Y1071040	REI / VHS	RAMP	2	ACTIVE
222	GILLIG LOW FLOOR	2003	15GGD271331073484	SV / DIGITAL	RAMP	2	ACTIVE
223	GILLIG LOW FLOOR	2003	15GGD271531073485	SV / DIGITAL	RAMP	2	ACTIVE
224	GILLIG LOW FLOOR	2003	15GGD271731073486	SV / DIGITAL	RAMP	2	ACTIVE
225	GILLIG LOW FLOOR	2003	15GGD271931073487	SV / DIGITAL	RAMP	2	ACTIVE
226	GILLIG LOW FLOOR	2003	15GGD271031073488	SV / DIGITAL	RAMP	2	ACTIVE
227	GILLIG LOW FLOOR	2003	15GGD271231073489	SV / DIGITAL	RAMP	2	ACTIVE
228	GILLIG LOW FLOOR	2003	15GGD271931073470	SV / DIGITAL	RAMP	2	ACTIVE
229	GILLIG LOW FLOOR	2003	15GGD271031073471	SV / DIGITAL	RAMP	2	ACTIVE
230	GILLIG LOW FLOOR	2004	15GGD281X41073010	SV / DIGITAL	RAMP	2	ACTIVE
231	GILLIG LOW FLOOR	2004	15GGD281141073011	SV / DIGITAL	RAMP	2	ACTIVE
232	GILLIG LOW FLOOR	2004	15GGD281341073012	SV / DIGITAL	RAMP	2	ACTIVE
233	GILLIG LOW FLOOR	2004	15GGD281541073013	SV / DIGITAL	RAMP	2	ACTIVE
234	GILLIG LOW FLOOR	2004	15GGD281741073014	SV / DIGITAL	RAMP	2	ACTIVE
235	GILLIG LOW FLOOR	2004	15GGD281941073015	SV / DIGITAL	RAMP	2	ACTIVE
236	GILLIG LOW FLOOR	2005	15GGD281551074888	SV / DIGITAL	RAMP	2	ACTIVE
237	GILLIG LOW FLOOR	2005	15GGD281751074889	SV / DIGITAL	RAMP	2	ACTIVE
238	GILLIG LOW FLOOR	2005	15GGD281351074890	SV / DIGITAL	RAMP	2	ACTIVE
239	GILLIG LOW FLOOR	2005	15GGD281551074891	SV / DIGITAL	RAMP	2	ACTIVE
240	GILLIG LOW FLOOR	2005	15GGD281751074892	SV / DIGITAL	RAMP	2	ACTIVE
241	GILLIG LOW FLOOR	2005	15GGD281951074893	SV / DIGITAL	RAMP	2	ACTIVE
242	GILLIG LOW FLOOR	2005	15GGD281351076333	SV / DIGITAL	RAMP	2	ACTIVE
243	GILLIG LOW FLOOR	2005	15GGD281551076334	SV / DIGITAL	RAMP	2	ACTIVE
244	GILLIG LOW FLOOR	2005	15GGD281751076335	SV / DIGITAL	RAMP	2	ACTIVE
245	GILLIG LOW FLOOR	2005	15GGD281951076336	SV / DIGITAL	RAMP	2	ACTIVE
246	GILLIG LOW FLOOR	2007	15GGD281X1076865	SV / DIGITAL	RAMP	2	ACTIVE
247	GILLIG LOW FLOOR	2007	15GGD281171076866	SV / DIGITAL	RAMP	2	ACTIVE
248	GILLIG LOW FLOOR	2007	15GGD281371076867	SV / DIGITAL	RAMP	2	ACTIVE
249	GILLIG LOW FLOOR	2007	15GGD281571076868	SV / DIGITAL	RAMP	2	ACTIVE
250	GILLIG LOW FLOOR	2010	15GGD2713A1179166	SV / DIGITAL	RAMP	2	ACTIVE
251	GILLIG LOW FLOOR	2010	15GGD2715A1179167	SV / DIGITAL	RAMP	2	ACTIVE
252	GILLIG LOW FLOOR	2010	15GGD2717A1179168	SV / DIGITAL	RAMP	2	ACTIVE
253	GILLIG LOW FLOOR	2010	15GGD2719A1179167	SV / DIGITAL	RAMP	2	ACTIVE
254	GILLIG LOW FLOOR	2010	15GGD2713B1179170	SV / DIGITAL	RAMP	2	ACTIVE

Exhibit D
Facility Lease